

Customer Name: Gamarino  
 Address: 3291 beckman  
 City, State, Zip: Cincinnati, OH  
 Phone #:   
 WIB No: 099  
 Appt. Time: 8am  
 Cleanup Start: 9am  
 Date: 1/12/04

ICRC CATEGORY	ICRC CODE	DESCRIPTION	UNIT	UNIT COST 1st Qtr 04	NO. UNITS	EST COST
<b>CLEAN</b>						
CLN	FCC	Clean and deodorize carpet	SF	\$ 0.28		\$ -
CLN	FCCSTP	Clean carpet - cleaning charge per step	EA	\$ 2.70		\$ -
CLN	LAB	Cleaning Technician - per hour	HR	\$ 25.11		\$ -
CLN	LABF	Floor Cleaning Technician - per hour	HR	\$ 26.38		\$ -
CLN	LABR	Cleaning - Remediation Technician - per hour	HR	\$ 30.16		\$ -
CLN	LABS	Cleaning - Supervisory/Administrative - per hour	HR	\$ 32.80		\$ -
CLN	PWASH	Clean with pressure/chemical spray	SF	\$ 0.23	858	\$ 197.34
CLN	PWASH+	Clean with pressure/chemical spray - Heavy	SF	\$ 0.36		\$ -
CLN	PWASH++	Clean with pressure/chemical spray - Very heavy	SF	\$ 0.54		\$ -

**CONTENT MANIPULATION**

CON	LAB	Content Manipulation charge - per hour	HR	\$ 27.04		\$ -
CON	LABA	Content Manipulation charge - per hour - after hours	HR	\$ 38.63		\$ -
CON	PROT	Protect contents - Cover with plastic	SF	\$ 0.12		\$ -
CON	ROOM<	Contents - move out then reset - Small room	EA	\$ 29.78		\$ -
CON	ROOM>	Contents - move out then reset - Large room	EA	\$ 59.53		\$ -
CON	ROOM>>	Contents - move out then reset - Extra large room	EA	\$ 119.05		\$ -

**WATER EXTRACTION AND REMEDIATION**

WTR	BAG	Plastic bag - used for disposal of contaminated items	EA	\$ 0.23		\$ -
WTR	BLK<	Block and pad furniture in room - Small amount	EA	\$ 19.69		\$ -
WTR	BLK>	Block and pad furniture in room - Large amount	EA	\$ 32.36		\$ -
WTR	BLKA<	Block and pad furniture in room - Small amount - after hrs	EA	\$ 29.61		\$ -
WTR	BLKA>	Block and pad furniture in room - Large amount - after hrs	EA	\$ 48.80		\$ -
WTR	DHM	Dehumidifier unit (per day) - No monitoring	EA	\$ 40.00		\$ -
WTR	DHM>	Dehumidifier unit (per day) - Large - No monitoring	EA	\$ 65.00		\$ -
WTR	DHM>>	Dehumidifier unit (per day) - XLarge - No monitoring	EA	\$ 95.00	2	\$ 190.00
WTR	DRY	Air mover (per day) - No monitoring	EA	\$ 24.50	4	\$ 98.00
WTR	DRYW	Tear out wet drywall, cleanup, bag for disposal	SF	\$ 0.41	608	\$ 249.28
WTR	DRYWA	Tear out wet drywall, cleanup, bag - after business hours	SF	\$ 0.54		\$ -
WTR	EQ	Equipment setup, take down, and monitoring (hourly charge)	HR	\$ 31.72	2	\$ 63.44
WTR	EQA	Equip. setup, take down & monitoring - after hrs	HR	\$ 45.28		\$ -
WTR	EQD	Equipment decontamination charge - per piece of equipment	EA	\$ 23.40	3	\$ 70.20
WTR	ESRV	Emergency service call - after business hours	EA	\$ 125.00		\$ -
WTR	ESRVD	Emergency service call - during business hours	EA	\$ 80.42	1	\$ 80.42
WTR	EXT	Water extraction from floor	SF	\$ 0.37		\$ -
WTR	EXT+	Water extraction from floor - Heavy	SF	\$ 0.46		\$ -
WTR	EXTA	Water extraction from floor - after business hours	SF	\$ 0.54		\$ -
WTR	EXTS	Water extraction from floor - Black water	SF	\$ 0.93		\$ -
WTR	EXTSA	Water extract from floor - Black wtr. - after business hrs	SF	\$ 1.31		\$ -
WTR	FCCGDS	Tear out wet non-salv. gluedn. cpt, cut/bag - Black water	SF	\$ 0.72		\$ -
WTR	FCCGDSA	Tear out wet non-salv. gluedn. cpt, cut/bg-Black wtr-aft hrs	SF	\$ 1.08		\$ -
WTR	FCCS	Tear out wet non-salvage. carpet, cut/bag - Black water	SF	\$ 0.31		\$ -
WTR	FCCSA	Tear out wet non-salv. cpt, cut/bag-Black wtr-aft bus. hrs	SF	\$ 0.50		\$ -
WTR	FCVS	Tear out non-salv vinyl, cut & bag - Black water	SF	\$ 1.01		\$ -
WTR	FCVSA	Tear out non-salv vinyl, cut & bag - Black water-after hrs	SF	\$ 1.57		\$ -
WTR	FCWLS	Tear out non-salv laminate floor & bag-Black water	SF	\$ 1.90		\$ -
WTR	FCWLSA	Tear out non-salv lam. flr & bag-Black water-aft hrs	SF	\$ 2.95		\$ -
WTR	FCWS	Tear out non-salv wood flr & bag - Black water	SF	\$ 2.62		\$ -
WTR	FCWSA	Tear out non-salv wood floor & bag-Black water-aft hrs	SF	\$ 4.09		\$ -
WTR	NAFAN	Negative air fan/Air scrubber (per day) - No monitoring	DA	\$ 73.84		\$ -
WTR	NAFAN>	Neg. air fan/Air scrub. - Large (per day) - No monitoring	DA	\$ 123.84		\$ -
WTR	FHEPA	Add for HEPA filter (for negative air exhaust fan)	EA	\$ 106.70		\$ -
WTR	FHEPA>	Add for HEPA filter (for negative air exhaust fan - Large)	EA	\$ 205.70		\$ -
WTR	GRM	Apply anti-microbial agent	SF	\$ 0.16	858	\$ 137.28
WTR	GRMA	Apply anti-microbial agent - after hours	SF	\$ 0.23		\$ -
WTR	HEPAVAS	HEPA Vacuuming - Detailed - (PER SF)	SF	\$ 0.52		\$ -
WTR	LAB	Water Extraction & Remediation Technician - per hour	HR	\$ 30.16		\$ -
WTR	LABA	Water Extraction & Remediation Technician - after hours	HR	\$ 45.28		\$ -

Exhibit "A"

**Brock Restoration**

WTR	LABCA	Cleaning Technician - after hours	HR	\$	39.34		\$	-
WTR	LABS	Cleaning & Remediation - Supervisory - per hr	HR	\$	32.60		\$	-
WTR	LABSA	Cleaning & Remediation - Supervisory - after hrs.	HR	\$	48.96		\$	-
WTR	PAD	Tear out wet carpet pad and bag for disposal	SF	\$	0.26		\$	-
WTR	PADS	Tear out wet carpet pad, cut/bag - Black water	SF	\$	0.38		\$	-
WTR	PADSA	Tear out wet carpet pad, cut/bag - Black wtr - aft.bus.hrs	SF	\$	0.57		\$	-
WTR	PPE	Add for personal protective equipment (hazardous cleanup)	EA	\$	9.50		\$	-
WTR	PPEB	Boots - waterproof latex - Disposable (per pair)	EA	\$	5.75		\$	-
WTR	TRIM	Tear out trim/base and bag for disposal	LF	\$	0.40		\$	-
WTR	TRIMA	Tear out trim/base and bag for disposal - after bus. hours	LF	\$	0.58		\$	-
WTR	EXTWPC	2" Submersible pump with hose	DA	\$	115.42		\$	-

**DEMOLITION**

DMO	DTRUCK	Single axle dump truck - per load - including dump fees	EA	\$	157.49	1	\$	157.49
DMO	PU	Haul debris - per pickup truck load - including dump fees	EA	\$	90.52		\$	-
DMO	DUMP<	Dumpster load - Approx. 12 yards, 1-3 ton of debris	EA	\$	267.83		\$	-
DMO	DUMP>	Dumpster load - Approx. 30 yards, 5-7 tons of debris	EA	\$	353.00		\$	-
DMO	DUMP>>	Dumpster load - Approx. 40 yards, 7-8 tons of debris	EA	\$	465.00		\$	-

**OTHER**

**Non Chargeable Items**

N/A	N/A	Electric Reducer/Splitter Box-per day	N/A	\$	-			
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**TOTAL COST ESTIMATE**

**\$1,243.45**



Name

Signature

Date

Time

CSR

am / pm

Contractor

Brock  
Restoration

am / pm

part of Exhibit "A"

Exhibit "B"

## City of Cincinnati



Office of City Solicitor

Room 214, City Hall  
801 Plum Street  
Cincinnati, Ohio 45202  
Phone (513) 352-3334  
FAX (513) 352-1515

J. Rita McNeil  
City Solicitor

July 1, 2005

Al Gammarino  
3700 E. Galbraith  
Cincinnati, Ohio 45236

Dear Mr. Gammarino:

In response to the re-submittal of your original claim of January 5, 2004, received in our office on March 7, 2005, for damage to property located at 3291 Beekman Street, we have enclosed a Release for our final settlement offer of \$2,213.00.

Williamson Gas Furnace

- Model 724-20 from 1954 to 1968. 60 to 36 yrs old. Value 0

Walk-in cooler

- Nonfunctioning Value 0

Painting of basement.

- Basement walls 75% of 2,150.00 1,650.00

## Hot water heater

- 3 yrs. Old full payment 563.00

After you have met your obligations to the City of Cincinnati in the amount of \$5,050.14 for Office of Administration unpaid fines, and returned the enclosed Release to me, I will forward the City of Cincinnati's check in settlement of your claim to you. Please do not alter the Release, as it will delay settlement of your claim.

Sincerely,

  
Anita A. Boulmetis  
Claims Administrator

enclosures

MSD-WIB 099

Exhibit C

RELEASE

THAT, Al Gammarino, 3700 E. Galbraith, Cincinnati, Ohio 45225, for the sole consideration of **TWO THOUSAND TWO HUNDRED THIRTEEN AND 00/100 DOLLARS (\$2,213.00)**, received by him to his satisfaction from the City of Cincinnati, on behalf of the City of Cincinnati, its employees, successors and assigns, does hereby, release and forever discharge said City of Cincinnati, its employees, successors and assigns to the date of these presents, from any and all claims, demands, actions and causes of actions whatsoever, or in any manner arising from an incident on January 2, 2004, at 3291 Beekman Street, in Cincinnati, Ohio.

It is further understood and agreed that the payment of said amount of money as stated above is not to be construed as an admission of liability on the part of the City of Cincinnati, its employees, successors or assigns; liability by them being expressly denied. It is expressly understood and agreed that the payment of the above stated sum of money is the sole consideration of this release and the consideration stated herein is contractual and not a mere recital. It is expressly understood and agreed that all agreements and understandings between the parties are embodied and expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand at Cincinnati, Ohio  
this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Al Gammarino

WITNESSED BY:

\_\_\_\_\_

Exhibit "D"

# LEGAL AID SOCIETY OF GREATER CINCINNATI

LEGAL SERVICES IN BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, HIGHLAND AND WARREN COUNTIES

June 21, 2005

**DONALD P. KLEKAMP**  
COMMUNITY LAW  
CENTER BUILDING

215 East Ninth Street  
Suite 200  
Cincinnati, Ohio  
45202

Telephone  
(513) 241-9400  
(800) 582-2682

Facsimile  
(513) 241-0047

TTD  
(513) 241-1390

Deborah Wyler  
City Law Department  
City of Cincinnati  
801 Plum Street  
Cincinnati, OH 45202

## RE: Delays in Claims Processing

Dear Deborah:

It has come to my attention that the City Law Department has failed to comply with the claims processing portion of the consent decree. As you know, Exhibit 8 to this consent decree outlines Hamilton County and the City of Cincinnati's agreement to process Water-In-Basement claims under Section 4. The agreement states that, "the office of the Solicitor will make a final written decision regarding payment of claims made under this plan within sixty days of receiving such claims."

On or about February 25, 2005, Lisa and Ryan Lehan submitted a claim for damages to their home at 619 Genenbill Drive, Cincinnati, Ohio 45238. According to Neal Frink, attorney for the Lehans, the Solicitor's office has failed to issue a decision on that claim. It is well over sixty days since the claim was submitted. The Metropolitan Sewer District and the City Solicitor's office has known for a long time that problems that the Lehans have faced because of the water backups in their basement over a number of years.

On or about March 7, 2005, Al Gammarino submitted a claim for the backup at his former property at 3291 Beekman, Cincinnati, Ohio 45225. This was an amended claim from a previous application. As of June 14, Mr. Gammarino has yet to receive a decision from the City Solicitor's office.

While I understand these two examples are merely anecdotal evidence of what may be a systemic problem, I am concerned that the City is dragging its feet on large and/or controversial claims. There is no exception in the consent decree to difficult cases, expensive cases, or cases involving homeowners who have retained counsel.

Thus, I would like you to review the situation and get back to me concerning immediate resolution to these two homeowner's claims and what steps will be taken to ensure that the City Solicitor's office remains in compliance with the consent decree.

Sincerely,

*Gary J. Pieples*  
Gary J. Pieples  
Attorney at Law

Ombudsman, MSD Water In Basement Program

### APPOINTMENTS AVAILABLE

Batavia  
Cincinnati  
Georgetown  
Hamilton  
Hillsboro  
Lebanon  
Middletown  
Wilmington



GJP/jag

c: Neal Frink  
Al Gammarino



Exhibit E

Photo log

## WIB PROPERTY [REDACTED]

WIB Incident No. \_\_\_\_\_

Customer Service Representative: Kate + Martie

Customer Name: \_\_\_\_\_

Address: 3211 Bekman City: Cynth OH Zip: 45225

Photo #	Room	Item Description	Manufacturer / Model #	Quantity	Comments
1 <del>X</del>	1	Height of water	<del>[scribble]</del>	<del>5000</del>	
2 <del>X</del>	1	Furnace	Williamson 724-20	STYLE 2111	
3 <del>X</del>	1	Water level on furnace			
4 <del>X</del>	1	Dephis from drain			
5 <del>X</del>	1	Overview			
6 <del>X</del>	1	Overview			
9 <del>X</del>	1	Front of building			
7 <del>X</del>	1	Walk-in cooler			
2 <del>X</del>	1	Water heater	US Graftmaster G1E6B4T3NV		Water heater may not work if not discarded
8 <del>X</del>	1	Asphalt on ground			

The items above were checked against the WIB Incident Report completed on  
 Date: \_\_\_\_\_ and there were no significant differences.

Customer Signature: [Signature]Printed Name: AL GammaninoDate: 1-12-04

Exhibit

*F*

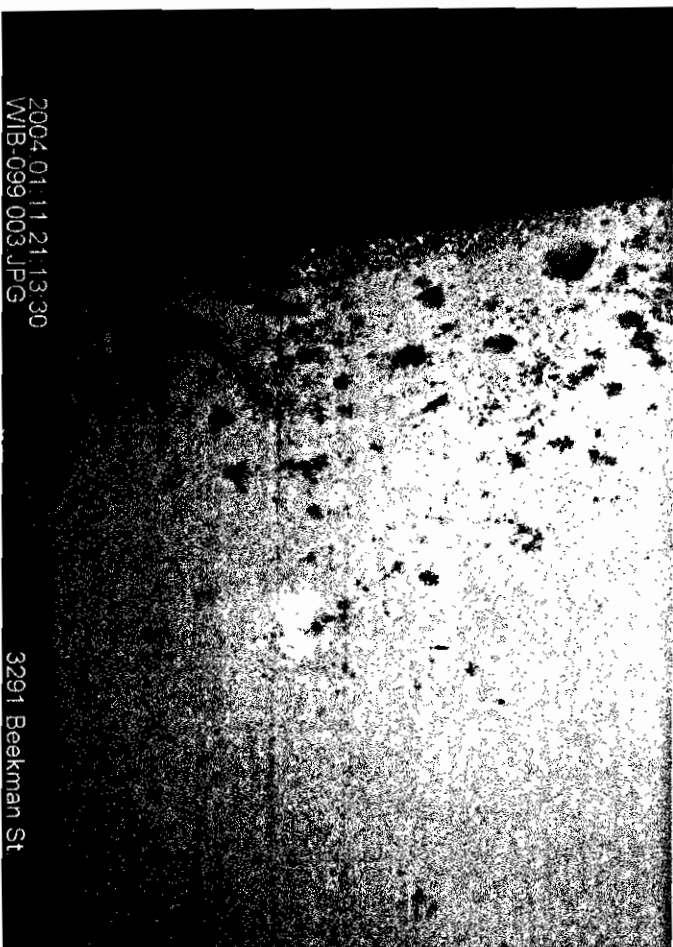
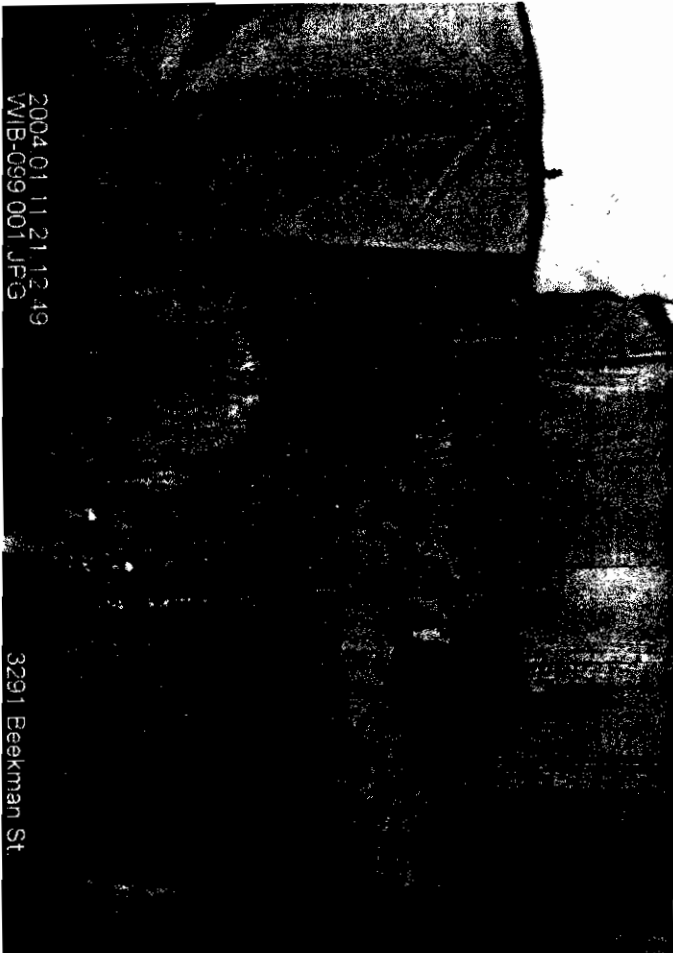
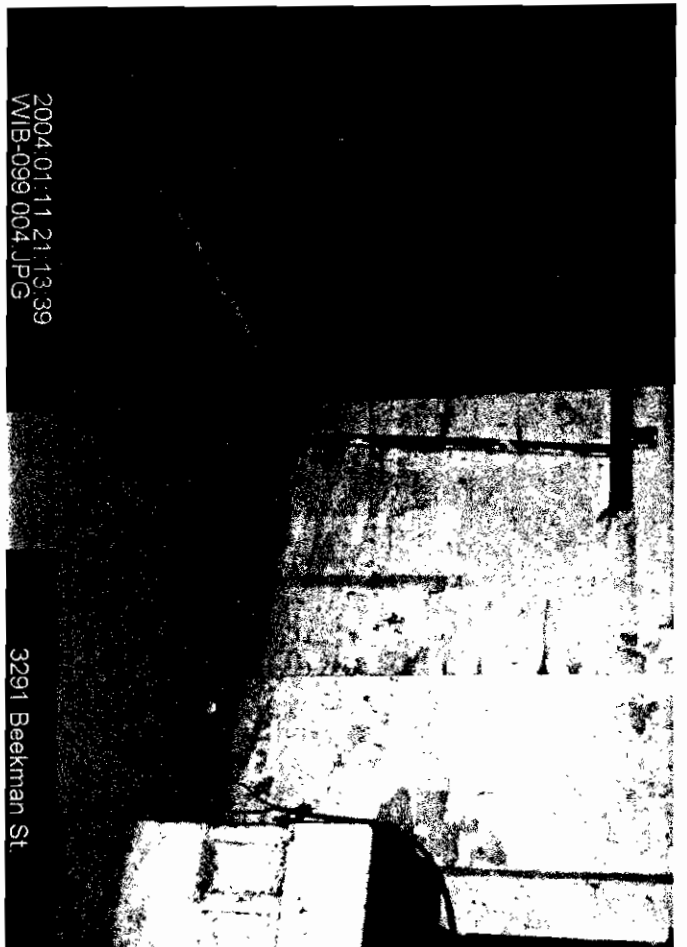
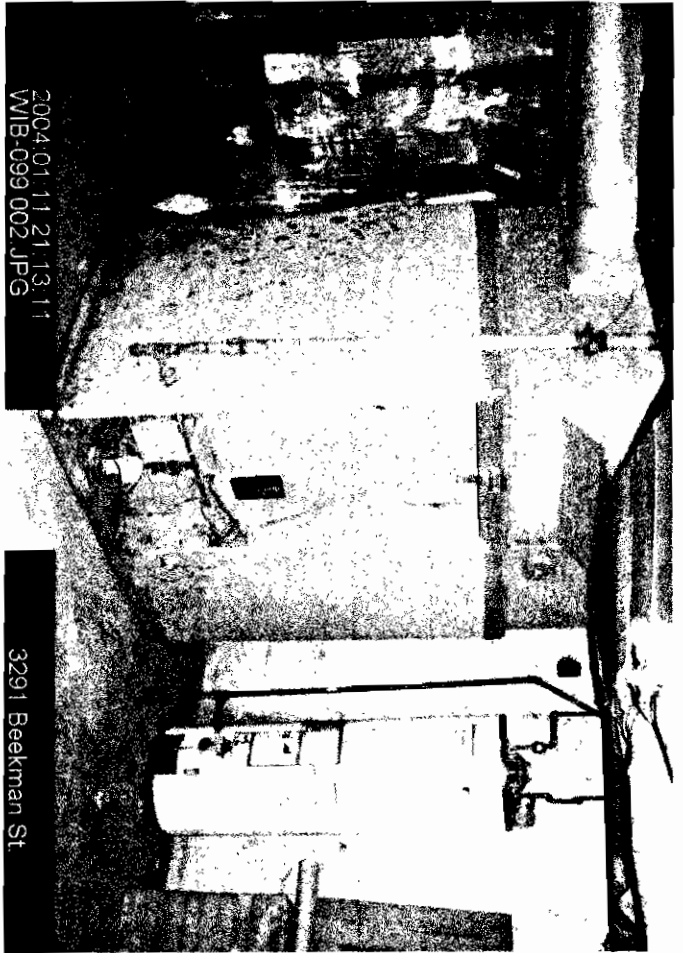


PHOTO LOG FOR WIB # 99 ADDRESS 3291 Beekman

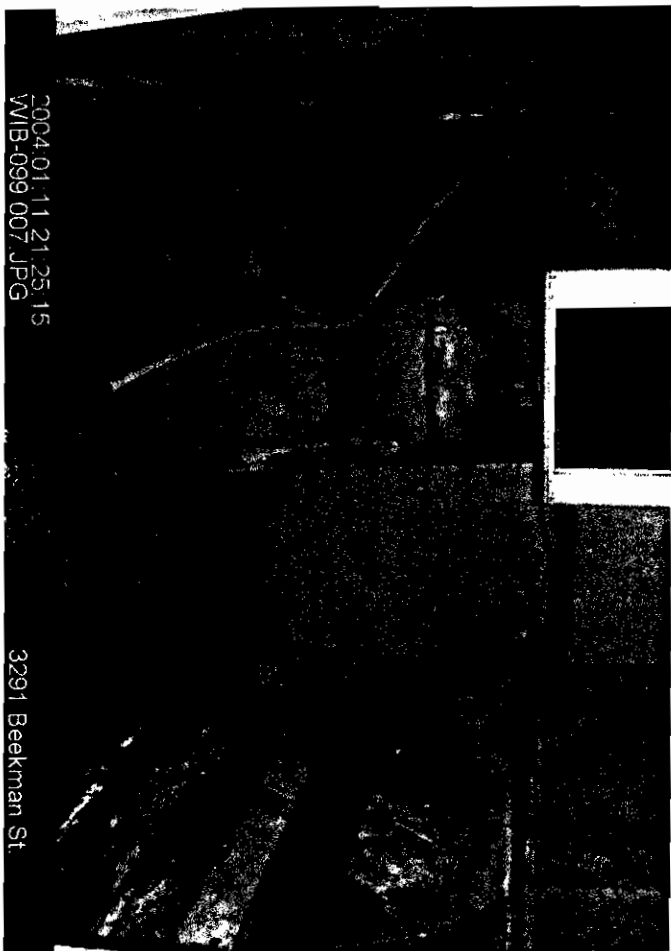
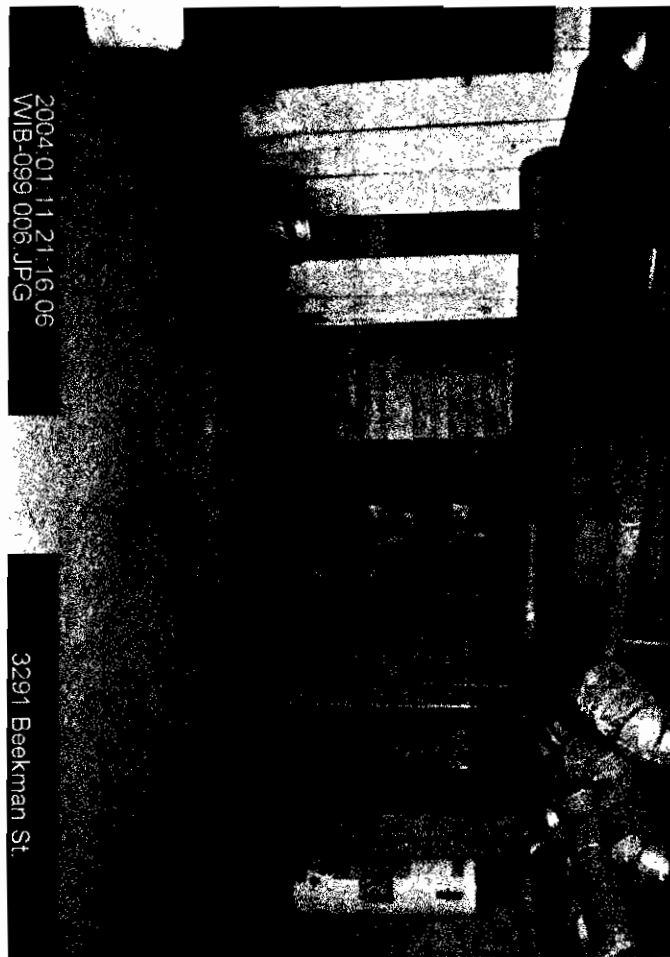
PHOTOGRAPHED BY: Martie Thompson DATE: 1-13-04.

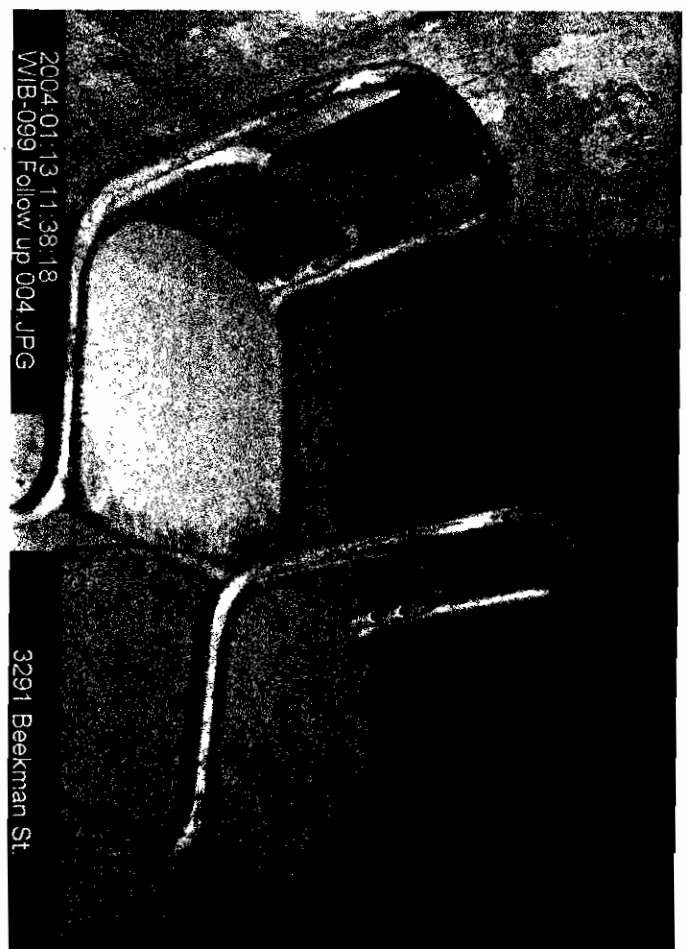
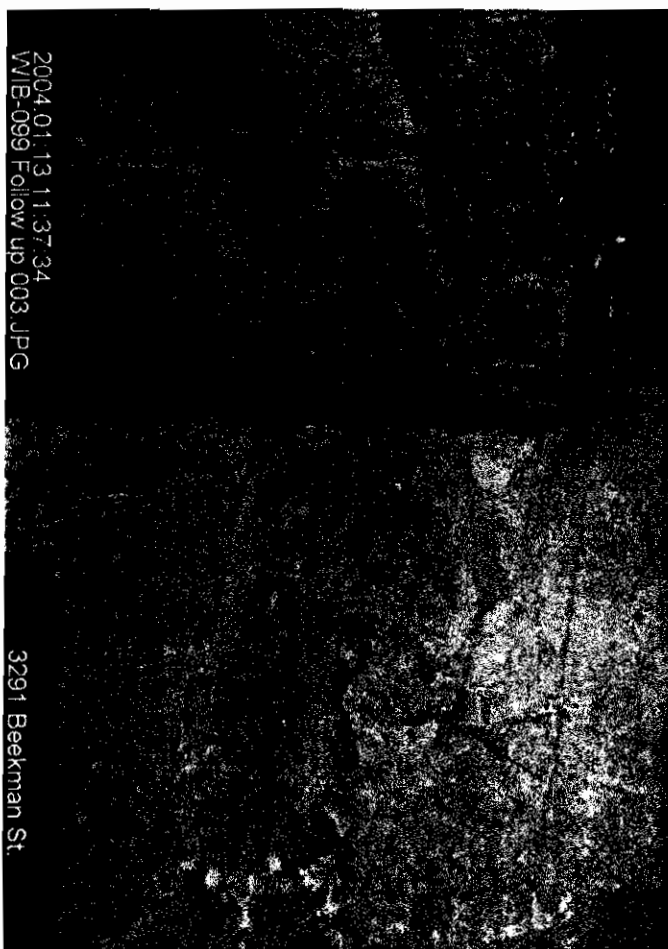
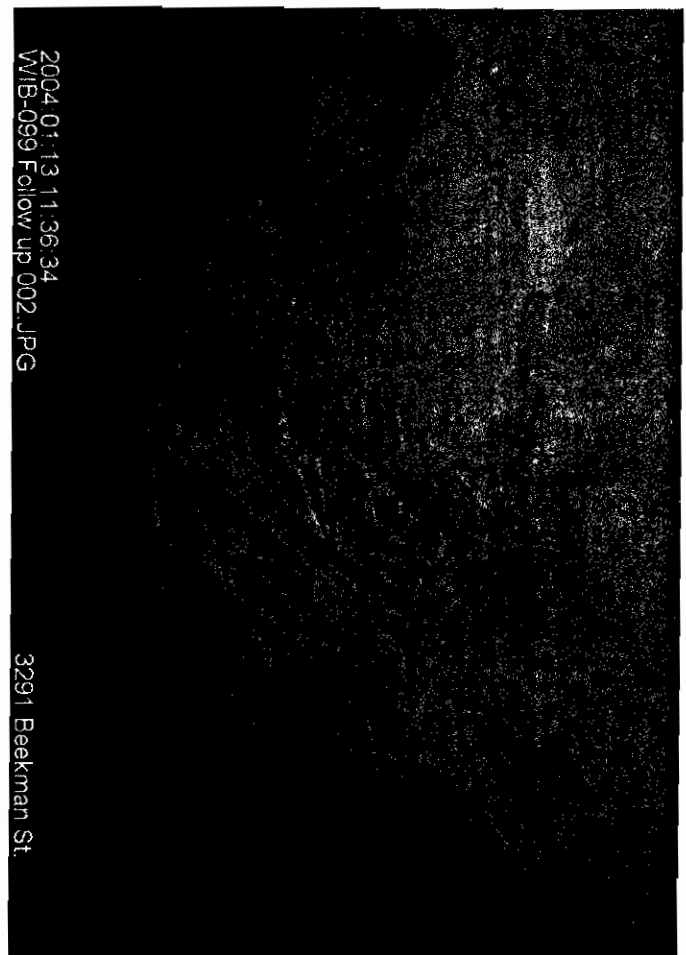
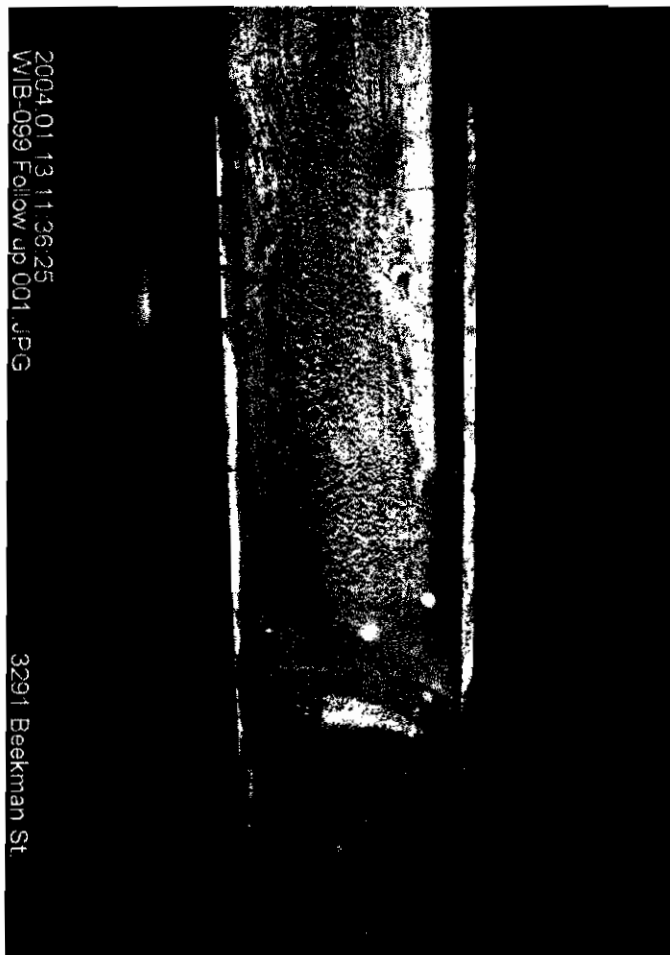
Photo # Room # Comments:

[illegible]









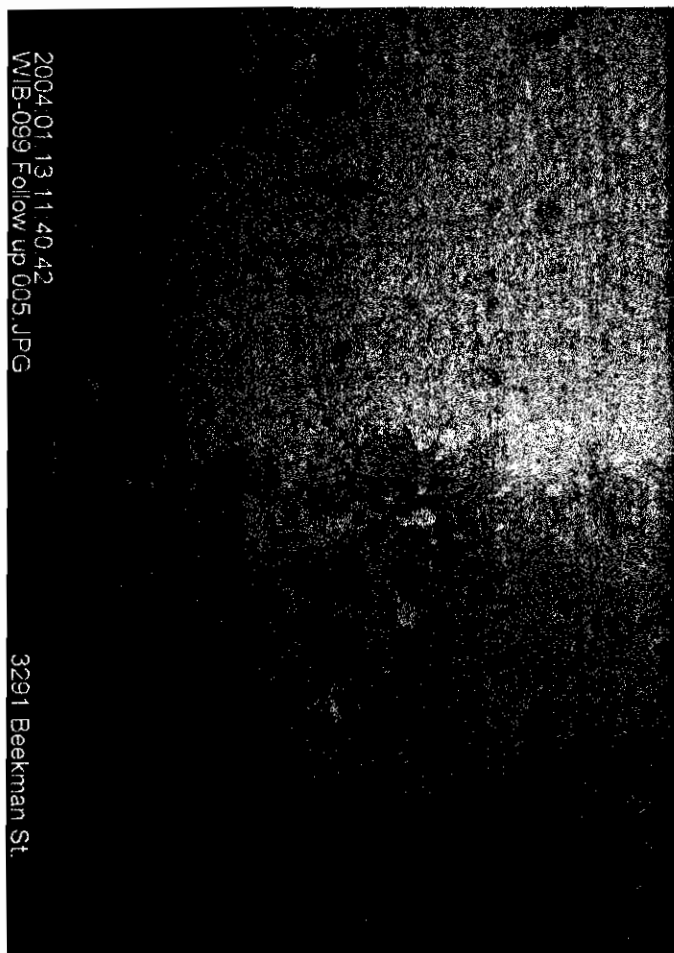


Exhibit "G"

Statement

1. Craftmaster gas water heater 40 gal  
Model G/E4034T3NL approx. 3 year old  
cost new at time of purchase \$199.<sup>00</sup> plus labor to install  
not useable - total lost
2. Williamson Gas Furnace 200,000 BTU  
Model 724-20  
not useable - total lost
3. Walk in Cooler 8' X 7  $\frac{1}{2}$  ' X 6'  
removed by MSD due to contamination caused  
by raw sewage

Damages

1. Furnace and water heater replacement
2. Walk in Cooler
3. Basement wall preparation and painting

Balance Due \$ 9,362.45



Exhibit #4

December 12, 2005

CERTIFIED MAIL # \_\_\_\_\_  
AND  
REGULAR MAIL DELIVERY

Al Gammarino  
3700 E. Galbraith Rd.  
Cincinnati, Ohio 45236  
(513) 791-2018

FINAL DEMAND FOR FULL PAYMENT  
for M.S.D. damages at:  
3291 Beekman St.  
Cincinnati, Ohio 45224

Ms. Anita A. Boulmetis  
Metropolitan Sewer District  
City of Cincinnati  
City Hall, Room 214  
801 Plum Street  
Cincinnati, Ohio

Dear Ms. Boulmetis,

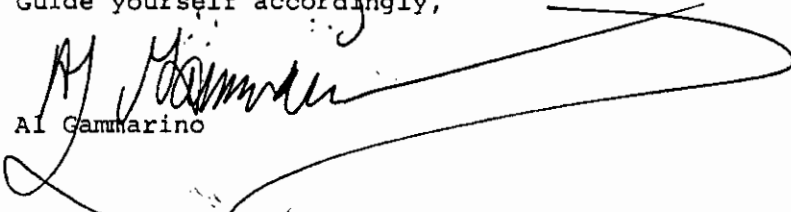
Please take notice that herein letter will serve as a "final demand" for full payment of the damages caused by the negligence and over-flow of your County/City sewers at 3291 Beekman Street.

Despite repeated demands for full restitution, you have not only breached the "decree" entered by and between M.S.D and the Sierra Club through and approved by Judge Speigel but you have intentional failed to pay the claim of \$9,632.42. It has been nearly two (2) years, yet you refuse to pay for the damages, however, M.S.D. accepted full responsibility on January 12, 2004, attached Exhibit "A".

NOW TAKE NOTICE:

Unless full payment in the amount of \$9,632.42 is received by the undersigned on or before December 22, 2005, a suit will be filed against M.S.D together with a demand for damages, not limited to pre-judgment interest pursuant to O.R.C. Section 1343.03(C), from the time the cause of action arose to the date of which the money is full paid. Andre v. Case Design, 154 Ohio App. 3d, 2003-Ohio 4960 (1st Appellate Court).

Guide yourself accordingly,

  
Al Gammarino

AMENDEDCLAIM

**METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI  
WATER-IN-BASEMENT (WIB) CLAIM FORM**

You should complete this claim form if you experienced property damage in connection with a flooded basement, also known as a "water-in-basement occurrence" or "WIB", and believe that the flooding was the result of negligence on the part of the Metropolitan Sewer District of Greater Cincinnati ("MSD").

If the WIB was the result of MSD's negligence, MSD and the City of Cincinnati want to see that you are compensated fairly and in accordance with the law for any property damage that may have resulted.

Once you submit this claim, the Claims Section of the City of Cincinnati's Law Department will investigate the cause of the WIB. If the Claims Section determines that MSD was negligent, the Claims Section will attempt to settle your claim by offering you a reasonable sum of money. The amount of money the Claims Section offers you will be based on your documented damages. For that reason, it is to your benefit to cooperate in providing the information requested on this form and in responding to any additional requests from the Claims Section for information about your damages.

If you have questions at any time regarding the status of your claim, please call the Law Department Claims Section at (513) 352-3334.

**GENERAL INFORMATION.** To be completed by claimant.

Name of Claimant: AL Gammarino

Address of WIB: 3291 Beekman Street

City, Village or Township: Cincinnati, OH Zip Code: 45225

Unit #, if applicable: \_\_\_\_\_ Day time phone number: 791-2018

Type of property: \_\_\_\_\_ Single Family Residence  
(check one)

\_\_\_\_\_ Multi-Family Residence (# of Units: \_\_\_\_\_)

☒ Business

When did this WIB occurrence begin? on or about January 2, 2004

Did you report this WIB incident to MSD? ☒ Yes \_\_\_\_\_ No

If you reported this WIB incident, when did you report it? January 5, 2004

**DAMAGES INFORMATION. To be completed by claimant.**

- (1) Is your basement: ☒ Unfinished  
☐ Partly Finished  
☐ Completely Finished
- (2) If your basement was partially or completely finished, please indicate the square footage of finished square feet.  
\_\_\_\_\_ finished sq. ft. \_\_\_\_\_ unfinished sq. ft.
- (3) Please indicate the type of floor covering that was in your basement prior to the WIB:  
☒ Bare floors ☐ Carpeting ☐ Tile / linoleum
- (4) Please indicate what your basement is used for:  
☒ Storage ☐ Bathroom ☐ Study / Den  
☐ Laundry ☐ Bedroom ☐ Family Room  
☐ Workbench ☐ Bar  
☒ Other (please specify) *location of walk in cooler 8'x7 1/2'x6'*
- (5) Please attach an inventory of damaged property, using the attached instructions.

**INSURANCE INFORMATION. To be completed by all claimants.**

Do you have insurance on the property that has experienced the WIB? ☒ Yes  
☐ No

If you have insurance on the property, please provide the following information:

The name of your insurance carrier: Erie Ins.

Your policy number: \_\_\_\_\_

The amount of your deductible: \$250 or \$500

*On or about August 2004, I discovered at the time of policy renewal that there was limited coverage of \$5,000.*

Please attach a copy of your policy's Declarations Sheet and / or a letter from your carrier indicating that these damages are not covered.

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**OTHER POTENTIAL CLAIMANTS.**

*We request this information in order to identify any other persons who may have claims for damages as the result of the WIB. Please complete any applicable section.*

- (A) **RENTERS.** If you rent the property that experienced the WIB, please provide the following information about your landlord:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

- (B) **LANDLORDS:** If you own the property that experienced the WIB:

(1) Please provide the following information about each tenant whom you believe may have incurred damage to personal property as a result of the WIB (attach a separate sheet of paper if necessary):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Unit #: \_\_\_\_\_

- (2) Please also provide the following information:

Is the property held in the name of a corporation, partnership, or other entity, rather than by individuals? ☐ Yes ☒ No

If yes, provide the name of the entity that owns the property:

\_\_\_\_\_

- (3) Please provide the following information about how we can contact you:

Address: 3700 E. Galbraith Road  
Cincinnati, OH 45236



City: Cincinnati State: OH 45236  
Phone Number(s): 791-2018

**VERIFICATION.** *To be completed by all claimants.*

I hereby certify that the information I have provided on this form, as well as the information contained on my inventory of damaged property, is true and accurate to the best of my knowledge.

[Signature]  
Signature of Claimant

March 7, 2005  
Date

**FOR OFFICIAL USE:** *To be completed by MSD and / or City Claims personnel.*

Form received in Claims Section on \_\_\_\_\_ by \_\_\_\_\_

Acknowledgment letter sent to claimant on \_\_\_\_\_ by \_\_\_\_\_ (copy file)

Internal Claims Determination Form sent to MSD on \_\_\_\_\_  
received back in Claims Section on \_\_\_\_\_  
follow up calls made \_\_\_\_\_

Further information requested from MSD? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of request: \_\_\_\_\_ Mode: \_\_\_\_\_ Email \_\_\_\_\_ Memo \_\_\_\_\_ Oral  
(copy file)

Type of info.  
requested: \_\_\_\_\_

Response to request rec'd on: \_\_\_\_\_

Further information requested from claimant? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of request: \_\_\_\_\_

Type of info.  
requested: \_\_\_\_\_

Response to request rec'd on: \_\_\_\_\_

Amount claimed for damages

Determination: \_\_\_\_\_ Approved (Amount \$ 14,632.45)  
 (Letter w/release sent on: \_\_\_\_\_)  
 (Signed release rec'd on: \_\_\_\_\_)  
 (Payment sent on: \_\_\_\_\_)

\_\_\_\_\_ Denied (Letter sent on: \_\_\_\_\_)

## Additional Notes or Comments:

1. Craftmaster gas water heater 40 gal  
Model G/E4034T3NL approx. 3 year old  
cost new at time of purchase \$199.<sup>00</sup> plus labor to install  
not useable - total lost
2. Williamson Gas Furnace 200,000 BTU  
Model 724-20  
not useable - total lost
3. Walk in Cooler 8' x 7 1/2' x 6'  
removed by MSD due to contamination caused  
by raw sewage

Damages

- |   |              |
|---|--------------|
| 1. Furnace and water heater replacement   | \$ 5,697.00  |
| 2. Walk in Cooler                         | 6,785.45     |
| 3. Basement wall preparation and painting | 2,150.00     |
| Total Due                                 | \$ 14,632.45 |

**Instructions for Providing  
Inventory of Damaged Property**

If the sewage backup in your basement was the result of negligence on the part of the Metropolitan Sewer District of Greater Cincinnati ("MSD"), MSD and the City of Cincinnati want to see that you are compensated fairly and in accordance with the law for any property damage that may have resulted.

If MSD was negligent, the Claims Section of the City of Cincinnati's Law Department will attempt to settle your claim by offering you a reasonable sum of money. The amount of money the Claims Section offers you will be based on your documented damages. For that reason, it is to your benefit to carefully follow these instructions and to respond to any additional requests from the Claims Section for information about your damages.

**Instructions**

On a separate sheet of paper, make a list of all the items for which you are claiming damages as the result of the WIB. Your list should also include:

For every ELECTRONIC DEVICE or APPLIANCE (e.g., washer, lamp, television):

- Manufacturer
- Model Number, if available
- Approximate Age
- Cost when purchased
- A description of the damage the item sustained in the flood
- Whether the item is still useable
- Receipt, if available
- Picture of the item

For every piece of FURNITURE (e.g., couch, chair, etc.)

- Appropriate descriptive information (e.g., size, type of fabric, etc.)
- Approximate Age
- Cost when purchased
- A description of the damage the item sustained in the flood
- Whether the item is still useable
- Receipt, if available
- Picture of the item

For every other item,

- Appropriate descriptive information
- Approximate age
- Cost when purchased

- A description of the damage the item sustained
- Whether the item is still useable
- Receipt, if available
- Picture

Mail to: City of Cincinnati  
Attn: City Solicitor's Office – MSD Claims  
801 Plum Street  
Cincinnati, OH 45202



**Proposal****THOMPSON**

Heating - Cooling

800 E. Ross Avenue

Cincinnati, OH 45217

513-242-4450

513-271-6258

513-232-4450

859-261-4450

513-251-4450

513-851-4411

PROPOSAL SUBMITTED TO

PHONE

DATE

AL GAIMMARINO

791-2018

1-13-04

STREET

JOB NAME

3700 E SALBRAITH

SAMI

CITY, STATE and ZIP CODE

JOB LOCATION

CINCINNATI OH 45236

3291 BEEKMAN MILL Pk

ARCHITECT

DATE OF PLANS

CINCINNATI OH 45225

JOB PHONE

We hereby submit specifications and estimates for:

1- 125,000 BTU HEIL PREMIER  
UPFLOW FURNACE WITH  
LIFETIME WARRANTY ON THE  
HEAT EXCHANGERS, 5 YR  
PARTS AND LABOR  
1- PROGRAMMABLE THERMOSTAT  
WE WILL REMOVE OLD  
WILLIAMSON FURNACE AND HAUL IT AWAY  
1- 50 GALLON RUUD HOT WATER HEATER  
WITH 6 YR WARRANTY ON THE TANK

YOU HAVE A 3 DAY CANCELLATION PERIOD PROVIDED BY STATE LAW. TO CANCEL, MAIL ONE COPY OF THIS CONTRACT TO THE ABOVE ADDRESS WITHIN 3 DAYS OF THIS TRANSACTION.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

CHECK ON COMPLETION

dollars (\$ 5677 ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Ron Bressler

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**Hamilton County****Refrigeration Co.**

Commercial Refrigeration Equipment  
Sales • Service • Rentals  
6195 Colerain Avenue Cincinnati, Ohio 45239

Phone (513) 923-1962 Fax (513) 923-1964

TO: **AL GAMMARINO**  
3700 E. Galbraith Rd.  
Cincinnati, OH 45236

Customer ID **GAM001**

**PROPOSAL**

Proposal Number: **012004**

Sales Rep **MDL**

**Fax Number**

PHONE

(513) 791-2018

DATE

Jan 20, 2004

JOB NAME / LOCATION

3291 Beekman St. - Basement  
Cincinnati, Ohio 45255

JOB NUMBER

JOB PHONE

We hereby submit specifications and estimates for:

> 3291 Beekman Street Cincinnati, Ohio 45255  
One New Norlake Indoor Walk In Cooler w/o floor  
8' x 6' x 7'4"H Floorless  
Freight is included.  
Standard walk in cooler door, centered on 6' side.  
Side mounted refrigeration system, 115 volt.  
Proposal includes delivery, installation and start up.  
Ohio sales tax additional if applicable.

8' x 6' x 7'4"H Indoor Walk In Cooler

6,785.45

**WE PROPOSE** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

Six thousand seven hundred eighty five <sup>45/100</sup> dollars (\$) **6,785.45**

Payment to be made as follows:

1/2 w/order, bal on completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized  
Signature

*Michelle D. Leurck*

Michelle D. Leurck

Note: This proposal may be  
withdrawn by us if not accepted within

30

days.

**ACCEPTANCE OF PROPOSAL** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

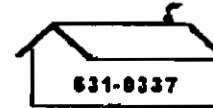
Signature \_\_\_\_\_

Signature \_\_\_\_\_

## HOUSE PRO'S

5243 GLOBE AVENUE  
CINCINNATI, OHIO 45212  
513-631-8337

FAMILY OWNED AND OPERATED  
SINCE 1983



SERVICE + REPAIR + REMODEL

AL GAMMARINO  
3700 EAST GALBRAITH ROAD  
CINCINNATI, OHIO 45236

1-24-04

DEAR MR. GAMMARINO,

BELOW YOU WILL FIND OUR ESTIMATE FOR THE PROPERTY LOCATED AT:  
3291 BEEKMAN STREET  
CINCINNATI, OHIO 45225

CLEAN, DISINFECT, SANITIZE, SCRAPE, PRIME AND PAINT BASEMENT WALLS AT  
THE ABOVE LOCATION. TOTAL AREA TO BE COMPLETED WILL BE 962 S. F.

TOTAL DUE UPON COMPLETION \$2,150.00